

NOTE CHANGES HAVE BEEN  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**NICOLE ROMANO, JONATHAN  
BONO, and JAMES DOYLE,  
individually and on behalf of all  
others similarly situated,**

Plaintiffs,

vs.

**SCI DIRECT, INC., TRIDENT  
SOCIETY INC., NEPTUNE  
SOCIETY OF AMERICA, INC., and  
NEPTUNE MANAGEMENT  
CORP.,**

Defendants.

Case No. 2:17-cv-03537-ODW-JEM

Hon. Otis D. Wright II

**FINAL JUDGMENT GRANTING  
FINAL APPROVAL AND  
ATTORNEYS' FEES IN PART**

**(ECF Nos. 144, 145)**

This matter came before the Court for a hearing on November 18, 2019, on the application of the Settling Parties for approval of the Settlement set forth in the Settlement Agreement and Release dated December 20, 2018 ("Settlement" or "Settlement Agreement"). Due and adequate notice having been given to the Class, and the Court having considered all papers filed and proceedings had

1 herein and otherwise being fully informed in the premises and good cause  
2 appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
3 that:

- 4 1. This Judgment also incorporates by reference the definitions in the  
5 Settlement Agreement, and all terms used herein shall have the same  
6 meanings as set forth in the Settlement Agreement, unless otherwise set  
7 forth herein.
- 8 2. This Court has jurisdiction over the subject matter of the Action and  
9 over all of the parties to the Action. As fully set forth in the Final  
10 Approval Order and pursuant to Rule 23 of the Federal Rules of Civil  
11 Procedure, the Court certifies the Class for the purpose of administering  
12 the Settlement. The Class is defined as: any individual, who contracted  
13 with or provided services to Defendants or affiliated companies, as an  
14 independent sales representative in California from May 18, 2014 to  
15 February 1, 2019 Excluded from the Class are any employees of  
16 Defendants, their parents, affiliates, or subsidiaries; the Judge or  
17 Magistrate Judge to whom the Actions are assigned; and, any member  
18 of those Judges' staffs or immediate families. With respect to the Class,  
19 this Court finds, solely for the purposes of the Settlement, that the  
20 prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal  
21 Rules of Civil Procedure have been satisfied.
- 22 3. The Class Notice provided to the Settlement Class conforms with the  
23 requirements of Federal Rule of Civil Procedure 23, the California and  
24 United States Constitutions, and any other applicable law, and constitutes  
25 the best notice practicable under the circumstances of those proceedings  
26 and the matters set forth therein, by providing individual notice to all Class  
27 Members who could be identified through reasonable effort, and by  
28 providing due and adequate notice of the proceedings and of the matters set

1        forth therein to the other Class Members. The notice fully satisfied the  
2        requirements of Rule 23 of the Federal Rules of Civil Procedure, the  
3        requirements of due process and any other applicable law.

4        4. The Court finds the Settlement was entered into in good faith, that the  
5        Settlement is fair, reasonable and adequate, and that the Settlement satisfies  
6        the standards and applicable requirements for final approval of this class  
7        action settlement under California and federal law, including the provisions of  
8        Federal Rule of Civil Procedure 23. The Settlement falls within the  
9        range of possible approval as fair, adequate and reasonable, appears to  
10       be the product of arms-length and informed negotiations, and treats all  
11       members of the Class fairly. The Court approves the Settlement Amount of  
12       **\$1,625,000.**

13       5. 1 Class Member has objected to the terms of the Settlement. His objection is  
14       **overruled.**

15       6. 17 Class Members have requested exclusion from the Settlement.  
16       Accordingly, Dewitt Latham, Felicia Horton, Terry Guoin, Ryan Hoffman,  
17       Jandy Guerrero Quismundo, Jeffrey Okun, John Willis, Ryan Deyoung,  
18       Delane Pate, Holly Karpiak, Claudia Marky, Nancy Miller, Vicky Dorian  
19       Hoffman, Suzana Willis, Sandy Dorian, Jill Augustine Sutherland and  
20       Diane Everett are excluded

21       7. Upon entry of this Order, compensation to the participating members of the  
22       Class shall be effected pursuant to the terms of the Settlement Agreement.

23       8. In addition to any recovery that Plaintiffs may receive under the  
24       Settlement, and in recognition of the Plaintiffs' efforts and risks taken  
25       on behalf of the Settlement Class, the Court hereby approves the payment  
26       of an incentive award to the Plaintiff James Doyle in the amount of **\$5,000**, to  
27  
28

1 the Plaintiff Jonathan Bono in the amount of **\$5,000**, and to the Plaintiff  
2 Nicole Romano in the amount of **\$7,500**.<sup>1</sup>

3 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum  
4 of **\$706,500.00**, and the reimbursement of litigation expenses in the sum of  
5 **\$20,786.05**.

6 10. The Court approves and orders payment in an amount commensurate with  
7 Simpluris's actual costs of **\$5,500** to Simpluris for performance of its  
8 settlement claims administration services.

9 11. Upon the Effective Date, the Plaintiffs and all members of the Class, shall  
10 have, by operation of this Order and the accompanying Judgment, fully,  
11 finally and forever released, relinquished, and discharged the Released  
12 Persons, defined in the Settlement Agreement as "Released Persons" to  
13 mean Defendant SCI Direct (as defined in the Settlement Agreement), and its  
14 respective owners, agents, attorneys, insurers, past, present and future  
15 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders,  
16 officers, directors, managers, employees, trustees, representatives,  
17 administrators, fiduciaries, assigns, subrogees, executors, partners, parents,  
18 subsidiaries, privies, and/or any and all persons and/or corporate entities  
19 acting by, through, under or in concert with any of them, from the  
20 PAGA claims, defined in the Settlement Agreement as any and all claims,  
21 debts, liabilities, demands, obligations, guarantees, costs, expenses,  
22 attorneys' fees, damages, or causes of action, which related to any and  
23 all claims which were alleged, could have been alleged based or covered  
24 by this Agreement during the Class Period, including the date of  
25 preliminary approval of this proposed Settlement under any state or local law,  
26 and shall specifically include, penalties or any other damages or claims

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27 <sup>1</sup> The Court mentioned an increase for Mr. Bono in the hearing on November 18, 2019; however,  
28 the Court approves an increase for Ms. Romano given counsel's arguments regarding her efforts.

1 under the Private Attorneys General Act, Labor Code § 2699, *et seq.*,  
2 which were alleged, could have been alleged or set forth in this  
3 Agreement, and shall be inclusive of Class Representatives' attorney's fees  
4 and costs. Upon the Effective Date, Plaintiffs and all members of the  
5 Class shall be and are hereby permanently barred and enjoined from the  
6 institution or prosecution of any and all claims under the Private Attorneys  
7 General Act, Labor Code § 2699, *et seq.*, against any and all of the Released  
8 Parties under the terms of the Settlement Agreement.

9 12. Upon the Effective Date, the Plaintiffs and all members of the Class, except  
10 the excluded individuals referenced in paragraph 8 of this Order, shall  
11 have, by operation of this Order and the accompanying Judgment, fully,  
12 finally and forever released, relinquished, and discharged the Released  
13 Persons, defined in the Settlement Agreement as "Released Persons" to  
14 mean Defendant SCI Direct (as defined in the Settlement Agreement), and its  
15 respective owners, agents, attorneys, insurers, past, present and future  
16 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders,  
17 officers, directors, managers, employees, trustees, representatives,  
18 administrators, fiduciaries, assigns, subrogees, executors, partners, parents,  
19 subsidiaries, privies, and/or any and all persons and/or corporate entities  
20 acting by, through, under or in concert with any of them, from the Released  
21 Claims, defined in the Settlement Agreement as any and all claims,  
22 debts, liabilities, demands, obligations, guarantees, costs, expenses,  
23 attorneys' fees, damages, or causes of action, which related to any and  
24 all claims which were alleged, could have been alleged based or covered  
25 by this Agreement during the Class Period, including the date of  
26 preliminary approval of this proposed Settlement under any federal, state  
27 or local law, and shall specifically include, but is not limited to claims  
28 for failure to provide accurate wage statements, claims for the failure to

1 reimburse reasonable business expenses, penalties under Labor Code  
2 § 226.8, penalties under Labor Code § 558, violations of Business and  
3 Professions Code §§ 17200, et seq., wage and time penalties any similar  
4 claims and any related statutory and/or civil penalties, which were alleged,  
5 could have been alleged or set forth in this Agreement, and shall be inclusive  
6 of Class Representatives' attorney's fees and costs. Upon the Effective  
7 Date, Plaintiffs and all members of the Class shall be and are hereby  
8 permanently barred and enjoined from the institution or prosecution of any and  
9 all of the Released Claims against any and all of the Released Parties  
10 under the terms of the Settlement Agreement.

11 13. Upon completion of administration of the Settlement, the Parties shall file a  
12 declaration setting forth that claims have been paid and that the terms  
13 of the Settlement have been completed.

14 14. This "Judgment" is intended to be a final disposition of the above  
15 captioned action in its entirety, and is intended to be immediately  
16 appealable.

17 15. Neither the Settlement Agreement nor the Settlement contained herein, nor any  
18 act performed or document executed pursuant to or in furtherance of the  
19 Settlement Agreement or Settlement is or may be deemed to be or maybe used  
20 as an admission of, or evidence of: (a) the validity of any Released Claim, or  
21 of any liability, fault or other wrongdoing of any kind; (b) the validity  
22 or invalidity of any claims asserted by the Plaintiffs or the amount of  
23 recoverable damages in connection with those claims; or (c) any infirmity  
24 in the defenses that have been or could have been asserted in the Action. The  
25 Released Parties may file the Settlement Agreement and/or the Final  
26 Judgment in any action that may be brought against them in order to support  
27 a defense or counterclaim based on principles of res judicata, collateral  
28

1 estoppel, release, good faith settlement, or any other theory of claim  
2 preclusion or issue preclusion or similar defense or counterclaim.

3 16. The Action is dismissed with prejudice, permanently barring the Plaintiffs and  
4 all other members of the Class (other than those members of the Class who  
5 timely and validly opted out of the settlement) from prosecuting any of  
6 the Released Claims. The Court reserves and retains exclusive and  
7 continuing jurisdiction over the above-captioned matters, the Plaintiffs, the  
8 Class, and Defendants for the purposes of supervising the implementation,  
9 effectuation, enforcement, construction, administration and interpretation  
10 of the Settlement Agreement and this Judgment.

11  
12 **IT IS SO ORDERED.**

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14 Dated: November 18, 2019

  
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Honorable Otis D. Wright II  
United States District Judge